

**CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT**

This CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into between The City of San Diego, a California municipal corporation ("CITY"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("PERMITTEE"), on behalf of the Scripps Institution of Oceanography, Institute of Geophysics/Planetary Physics, a department of the University of California San Diego ("UCSD"), hereinafter collectively referred to as the "Parties," to be effective when signed by the parties and approved by the San Diego City Attorney ("Effective Date"), as follows:

Under the terms and conditions of this Permit, CITY will allow PERMITTEE to use the Permit Area solely as provided herein.

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**

As used in this Permit, the following terms shall be defined as follows:

- 1.1 **"CITY Contact"** – the CITY's designee for purposes of this Permit. The CITY Contact is currently **Carla Gresham, Property Agent**, who can be contacted at (619) 236-6729.
- 1.2 **"Permit Area"** – located within a portion of the City's compound and at the 100' level on the northwest leg and south leg of the tower location on Black Mountain, being more particularly described in **Exhibit A**.
- 1.3 **"Camera Equipment"** – means the infrared cameras, cable wiring, transmission lines, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), radio, and related fixtures that PERMITTEE has constructed and maintains within the Permit Area, being more particularly described in **Exhibit B**.
- 1.5 **"Permit Use"** – the non-exclusive use of the Permit Area for the purposes of installing, modifying, operating, maintaining, and removing, all at PERMITTEE'S sole cost and expense, the Camera Equipment in the Permit Area.
- 1.6 **"PERMITTEE'S Operations"** – PERMITTEE'S installation, modification, occupancy, use, and maintenance of the Permit Area.
- 1.7 **"Permit Fee"** – fees under this permit will be waived because of the public benefit received from the services provided by UCSD.
- 1.8 **"Rent"** – under this permit will be waived because of the because of the public benefit received from the services provided by UCSD. The infrared cameras help provide critical public safety information relating to fire prevention and monitoring.
- 1.9 **"Term"** the term of this Permit ("Term") shall be three (3) years, commencing on the Effective Date.

2. RIGHT TO ENTER

Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, and contractors to enter upon the Permit Area.

3. USE OF PERMIT AREA

PERMITTEE may use the Permit Area on a non-exclusive basis for the sole purpose of the Permit Use, and for no other purpose whatsoever without CITY'S prior written consent in each instance.

3.1 Time of Use. PERMITTEE may operate the Equipment within the Permit Area twenty-four (24) hours a day, seven (7) days a week.

3.2 No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in the surrounding area.

4. HOLDOVER

Any holding over by PERMITTEE after the expiration or earlier termination of this Permit shall not be considered a renewal or extension of this Permit. The occupancy of the Permit Area after the expiration or earlier termination of this Permit shall constitute a month-to-month tenancy at will and all other terms and conditions of this Permit shall continue in full force and effect, except that CITY may then demand and receive from PERMITTEE rent at the market rate in effect upon expiration or earlier termination of the Permit. CITY's acceptance of such rent shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area.

5. TERMINATION

PERMITTEE or CITY may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to the other party.

6. REVOCABLE LICENSE

This Permit is not a lease. It is a non-exclusive license to use the Permit Area, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit. CITY may at all times enter upon the Permit Area.

7. RESTORATION

Immediately upon the expiration or earlier termination of this Permit, PERMITTEE shall promptly remove any and all improvements it installed in, on, under, or above the Permit Area and restore the Permit Area to its original condition, all at PERMITTEE'S sole cost and expense. PERMITTEE shall comply with any and all applicable County and State laws.

8. INSURANCE

8.1 PERMITTEE shall obtain and maintain throughout the term of this Permit, at its sole cost and expense, all insurance required by this Permit. PERMITTEE'S liabilities under this Permit, including without limitation PERMITTEE'S indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. PERMITTEE'S maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE shall be in default of this Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. PERMITTEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's reasonable written approval of same):

- (a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence and general aggregate of Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.
- (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit.
- (c) Workers' Compensation Insurance, as required by applicable laws, for all of PERMITTEE'S employees who are subject to this Permit, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.

8.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an insured "The City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations performed by PERMITTEE or on PERMITTEE'S behalf; (b) PERMITTEE'S products; (c) PERMITTEE'S work, including without limitation PERMITTEE'S completed operations performed by PERMITTEE or on PERMITTEE'S behalf; or (d) the Permit Area.

8.1.2 Primary & Non-Contributory. The Commercial General Liability policy is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, and representatives as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, and representatives shall be in excess of PERMITTEE'S insurance and shall not contribute to it.

- 8.1.3 Severability of Interest. Each policy shall provide that PERMITTEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 8.1.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.
- 8.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE shall provide CITY with a letter ("Verification Letter") confirming that PERMITTEE'S parent company has a net worth of at least \$100,000,000, which Verification Letter shall be provided to CITY within thirty (30) days after this Permit is fully executed.
- 8.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately obtain replacement insurance as soon as possible.
- 8.1.7 Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permit Use.
- 8.1.8 Accident Reports. PERMITTEE shall immediately, or as soon as practicable and not more than 48 hours after PERMITTEE becomes aware of such accident, report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 8.2 Self Insurance. Notwithstanding the insurance provision of this section 8 to the contrary, PERMITTEE shall have the right to self-insure with respect to any of the insurance required to be carried by PERMITTEE under this section 8.

9. PERMITTEE'S RISK

PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S Operations and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.

10. ACCEPTANCE OF PERMIT AREA

By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that PERMITTEE is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations CITY may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects within the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including, without limitation, PERMITTEE'S employees, from any defects within the Permit Area, and shall be solely responsible therefor.

11. IMPROVEMENTS AND ALTERATIONS

PERMITTEE shall not construct any improvements, structures, or installations within the Permit Area, and shall not alter the Permit Area or the Equipment within the Permit Area without the express written consent of CITY, which consent shall be in CITY'S sole discretion. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.

12. COMPLIANCE WITH LAWS AND POLICIES

12.1 General. PERMITTEE shall, at its sole cost and expense, comply with the requirements of all rules, regulations, ordinances, laws, and directives of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S Operations.

12.2 No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S Operations, including, without limitation, the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring of employees and contractors.

13. TELECOMMUNICATIONS PROVISIONS

13.1 Other Facilities. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) on City Property without CITY'S prior consent.

13.2 Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not interfere with CITY operations or public use of any CITY-owned property.

14. WATER QUALITY – BEST MANAGEMENT PRACTICES

The CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage PERMITTEE'S Operations on the Permit Area in a manner which aids in the protection of the City of San Diego's precious water resources. It is the PERMITTEE's responsibility to identify and implement an effective combination of BMPs with respect to PERMITTEE'S Operations so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, PERMITTEE shall at a minimum, implement and comply, as applicable with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately the PERMITTEE's responsibility to prevent the pollutant discharges to the storm drain system. Therefore, the PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

15. WASTE, DAMAGE, OR DESTRUCTION

PERMITTEE shall immediately give notice to CITY of any fire or any other damage that occurs within the Permit Area. PERMITTEE shall not commit, or allow to be committed, any waste or injury, or any public or private nuisance, in connection with PERMITTEE'S Operations. If the Permit Area is damaged by any cause that puts the Permit Area into a condition which is not decent, safe, healthy, and/or sanitary, PERMITTEE shall make, or cause to be made, full repair of the damage and restore the Permit Area to the condition which existed prior to the damage; or, at CITY'S option, PERMITTEE shall clear and remove from the Permit Area all debris resulting from the damage and restore the Permit Area in accordance with plans and specifications previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. PERMITTEE shall commence preliminary steps toward performing repairs and/or restoration of the Permit Area as soon as practicable, but no later than thirty (30) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Permit Area within one hundred eighty (180) calendar days after such occurrence.

16. HAZARDOUS SUBSTANCES

PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable

regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 16.1 Release. For all purposes of this Permit, a “release” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 16.2 Hazardous Substance. For all purposes of this Permit, “Hazardous Substance” shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 16.3 Remediation. If PERMITTEE’s occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY’s satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.4 Removal. If PERMITTEE or PERMITTEE’s agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE’s agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 16.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE’s occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE’s officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 16.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows

or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.

- 16.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.

17. SIGNS

PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising in the Permit Area without CITY'S prior written consent. If any such unauthorized item is found within the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE's cost and expense.

- 17.1 Company Logos. PERMITTEE shall not display any company logo or advertising of any kind on the Permit Area.

18. MAINTENANCE OF THE PERMIT AREA

PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair, and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the use of the Permit Area. At no time during the Term shall CITY be required to make any improvements or repairs to the Permit Area. PERMITTEE shall, at all times, keep the Permit Area free and clear of rubbish, debris, and litter.

- 18.1 Emergency Maintenance Procedures. The parties shall comply with the emergency maintenance procedures set forth in **Exhibit C**, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

19. REPAIR

PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused by PERMITTEE or by PERMITTEE's work on the Permit Area, including items or property that CITY staff has determined to be damaged. PERMITTEE shall comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.

20. ENTRY AND INSPECTION

CITY may, at all times, enter and inspect the Permit Area.

21. UTILITIES

Utilities shall be provided and paid by Permittee.

22. TAXES

PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of PERMITTEE's Operations, including any licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, assessments, and/or fees shall not reduce any payment due CITY.

23. SUPERIOR INTERESTS

This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, easements, and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow PERMITTEE's use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

24. ENCUMBRANCES

PERMITTEE shall keep the Permit Area, and any CITY-owned property of which the Permit Area is a part, free from all encumbrances and liens of any nature which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost, or expense, including, without limitation, all attorney fees and costs, relating to or charged against the Permit Area, including, without limitation, PERMITTEE's failure, or the failure of any contractor or subcontractor hired by PERMITTEE, to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

25. ASSIGNMENT AND SUBLICENSE.

PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's prior written consent, which may be withheld or delayed in CITY's sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.

26. INDEMNIFICATION

PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents, or contractors, which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations, and all expenses of investigating and defending against same, including, without limitation, attorney fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including, without limitation, reasonable attorney fees and costs.

27. OTHER GOVERNMENTAL ACTIONS

By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE's Operations. Discretionary action includes, without limitation, re-zonings, variances, environmental clearances, and all other required governmental approvals.

28. REVOCATION AND TERMINATION

28.1 Revocation or Termination by CITY. This Permit may be revoked or terminated upon thirty (30) days prior written notice by CITY, in CITY's sole discretion. Upon CITY's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's revocation or termination of this Permit.

28.2 Revocation or Termination by PERMITTEE. This Permit may be revoked or terminated upon thirty (30) days prior written notice by PERMITTEE. Upon PERMITTEE's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. Revocation or termination of this Permit by PERMITTEE shall not release PERMITTEE from any obligation or liability incurred/accrued, excepting monthly rent payments for time periods after which

PERMITTEE has removed itself from, and restored, the Permit Area.

28.3 Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

28.4 Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may, at any and all times, require the cure of the default.

29. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY

29.1 Personal Property. PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment, and other items of personal property upon the expiration of this Permit, or as soon as practicable after termination, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit. If any removal of such personal property by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at PERMITTEE's sole cost and expense. If PERMITTEE fails to remove any such items more than three (3) calendar days after the expiration or earlier termination of this Permit, CITY may, at its option, remove such items at PERMITTEE's sole cost and expense.

29.2 Late Removal. PERMITTEE shall pay rent to CITY, calculated on a per diem basis, at the market rate in effect immediately prior to the expiration or earlier termination of this Permit for any period of time needed to remove any improvements or personal property from the Permit Area, whether by CITY or PERMITTEE, after the expiration or earlier termination of this Permit.

30. NOTICES

Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE'S Address for Notices, and to CITY as follows:

If to PERMITTEE:

Jeff W. Graham
Executive Director-Real Estate
University of California, San Diego
Real Estate

9500 Gilman Drive, #0982
La Jolla, CA 92093-0982

And to:

Frank Vernon
University of California, San Diego
SIO/IGPP
9500 Gilman Drive #0225
La Jolla, CA 92093-0225

If to CITY:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101-4155

31. MISCELLANEOUS PROVISIONS

- 31.1 Governing Law. This Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 31.2 Entire Understanding. This Permit constitutes the entire understanding between the Parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's Operations.
- 31.3 No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
- 31.4 Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
- 31.5 CITY'S Consent or Approval. Whenever required under this Permit, CITY's consent or approval shall mean the written consent or approval of the San Diego City Mayor, or his designee, unless otherwise expressly provided, without need for further resolution by the City Council. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
- 31.6 Permit Modifications. Any modification, alteration, or amendment of this Permit shall be in writing and signed by the Parties.
- 31.7 Survival. Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier termination of this Permit shall survive such expiration or termination.
- 31.8 Legal Proceedings. If, as a result of an action brought by or against PERMITTEE in

connection with this Permit, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of CITY's costs and expenses thereof, including without limitation reasonable attorney fees and costs.

- 31.9 Number and Gender. In this Permit, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 31.10 California Public Records Act. CITY shall determine in its sole discretion, whether information provided to CITY by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 31.11 Authority to Execute and Deliver Permit. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.
- 31.12 Exhibits Incorporated. All exhibits referenced in this Permit are incorporated into the Permit by this reference.

IN WITNESS WHEREOF, this Permit is executed by CITY and PERMITTEE, to be effective as of the Effective Date.

Date: 1/16/19

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
Cybele L. Thompson
Director, Real Estate Assets

Date: 11/30/2018

PERMITTEE: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation

By [Signature]
Jeff W. Graham
Executive Director-Real Estate

ENVIRONMENTAL ANALYSIS SECTION:

This activity is categorically exempt from CEQA pursuant to CEQA State Guidelines Section 15301 (Existing Facilities).

Date: 12/18/18

By [Signature]

Name: HEIDI VONBLUM
Title: PROGRAM MANAGER

APPROVED AS TO FORM:

Date: 1/14/19

MARA W. ELLIOTT, City Attorney

By [Signature]
Melissa Ables, Deputy City Attorney

Permit Area

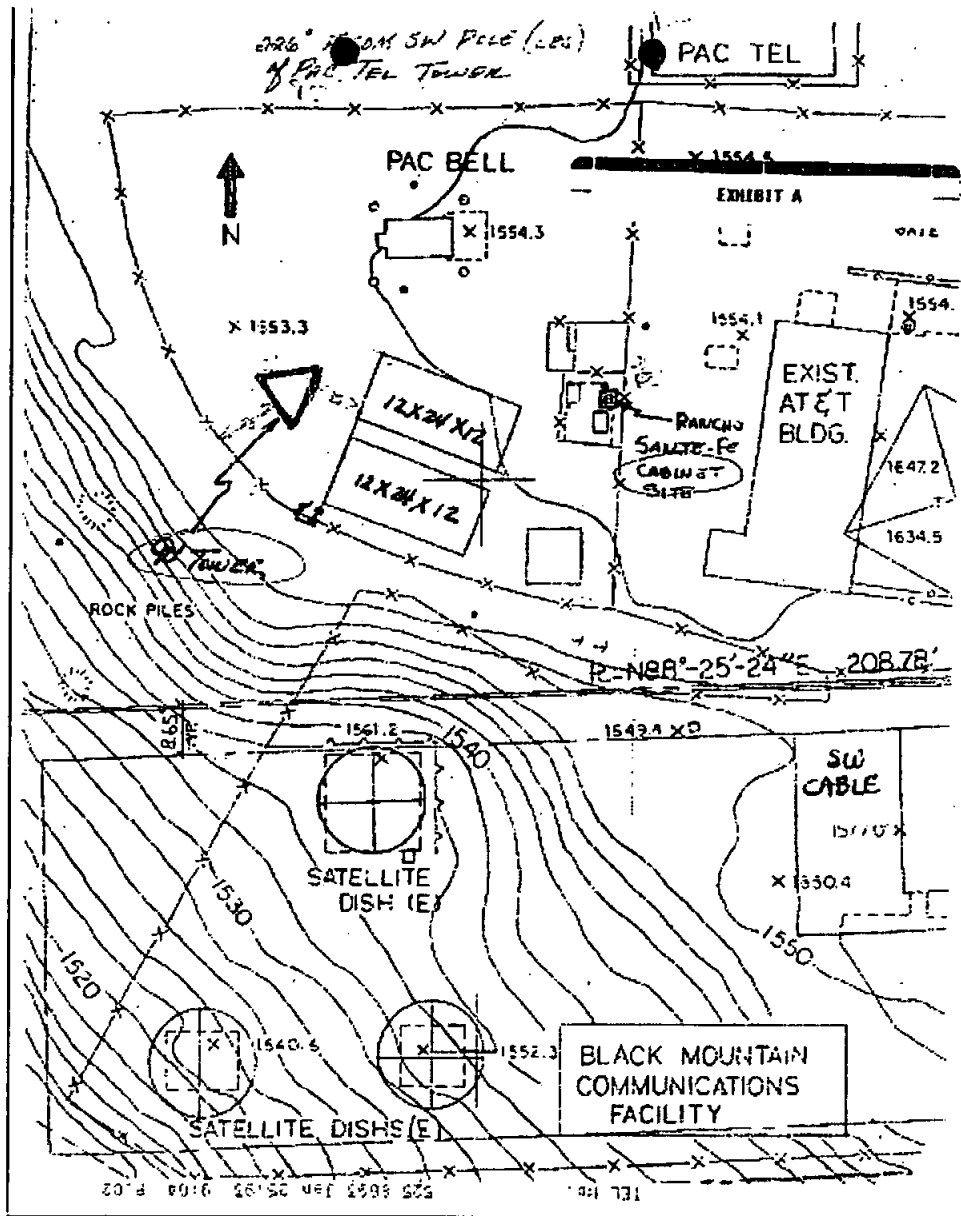
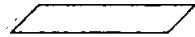


Exhibit B:
Equipment

2 cameras are located at 100' level on the northwest leg, 2 cameras are located at 100' level on the south leg and a Radwin 4.9 Ghz Public Safety Band radio is located at the 100' level point to Mt. Woodson.

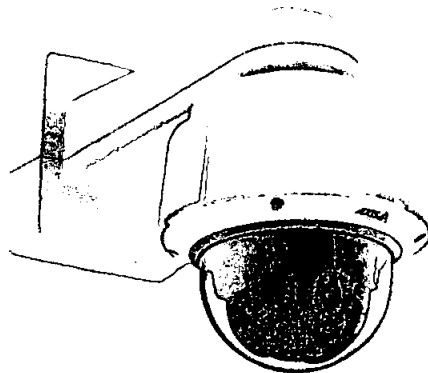


AXIS Q6055-E PTZ Dome Network Camera

Outdoor-ready PTZ with HDTV 1080p, 32x zoom and Zipstream

AXIS Q6055-E is a top-of-the-line, outdoor-ready PTZ dome with HDTV 1080p, 32x optical zoom, and fast and precise pan/tilt for wide area coverage and detailed surveillance at great distances. The high light sensitivity and day/night functionality ensure high image quality even in low-light conditions, while Axis' Zipstream technology reduces bandwidth and storage requirements. With guard tour, it is possible to direct the camera automatically to 256 preset positions. Arctic Temperature Control ensures safe startup in extreme cold. AXIS Q6055-E offers shock detection, automatic defog, and built-in video analytics, such as highlight compensation, object removed, enter/exit detection, autotracking, and Active Gatekeeper.

- > HDTV 1080p and 32x optical zoom
- > Axis' Zipstream technology
- > Built-in video analytics
- > Arctic Temperature Control
- > Vandal-resistant



ONVIF®

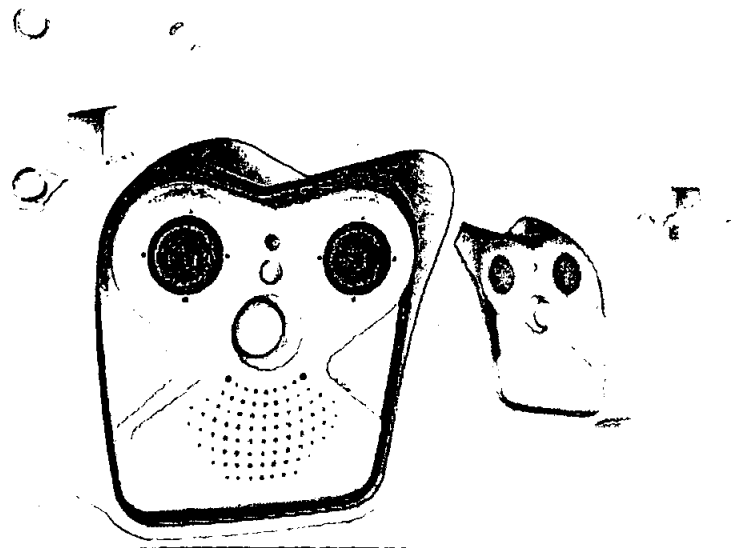


AXIS Q6055-E PTZ Dome Network Camera

Models	AXIS Q6055-E 60 Hz AXIS Q6055-E 60 Hz	Event actions	Day/night mode, overlay text, video recording to edge storage, pre- and post-alarm video buffering, send SNMP trap PTZ: PTZ preset, start/stop guard tour File upload via FTP, SFTP, HTTP, HTTPS network share and email Notification via email, HTTP, HTTPS and TCP
Camera		Data streaming	Event data
Image sensor	1/2.8" progressive scan CMOS	Built-in installation aids	Pixel counter
Lens	4.44-142.6 mm, F1.6-4.1 Horizontal angle of view: 62.8°-2.23° Vertical angle of view: 36.8°-1.3° Autofocus, auto-iris	General	
Day and night	Automatically removable infrared-cut filter	Casing	IP66-, NEMA 4X- and IK10-rated Metal casing (aluminum), polycarbonate (PC) clear dome, sunshield (POASA)
Minimum illumination	Color: 0.3 lux at 30 IRE F1.6 B/W: 0.03 lux at 30 IRE F1.6 Color: 0.5 lux at 50 IRE F1.6 B/W: 0.04 lux at 50 IRE F1.6	Sustainability	PVC free
Shutter time	1/32000 s to 1/3 s with 50 Hz 1/32000 s to 1/4 s with 60 Hz	Memory	512 MB RAM, 128 MB Flash
Pan/Tilt/Zoom	Pan: 360° endless, 0.05° - 450°/s Tilt: 220° - 0.05° - 450°/s 22x optical zoom and 12x digital zoom, total 264x zoom E-Stop, 256 preset positions, Tour recording, Guard tour, Control queue, On-screen directional indicator, Set new pan '3', Adjustable zoom speed	Power	Axis High PoE midspan 1-port: 100-240 V AC, max 74 W Camera consumption: typical 16 W, max 60 W
Video		Connectors	RJ45 10BASE-T/100BASE-TX PoE, RJ45 Push-pull Connector (IP66) included
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles Motion JPEG	Storage	Support for SD/SDHC/SDXC card Support for recording to dedicated network-attached storage (NAS) For SD card and NAS recommendations see www.axis.com
Resolutions	HDTV 1080p 1920x1080 to 320x160 HDTV 720p 1280x720 to 320x180	Operating conditions	With 30 W midspan: -20 °C to 50 °C (-4 °F to 122 °F) With 60 W midspan: -50 °C to 50 °C (-58 °F to 122 °F) Maximum temperature (intermittent): 60 °C (140 °F) Arctic Temperature Control: Start-up as low as -40 °C (-40 °F) Humidity 10-100% RH (condensing)
Frame rate	Up to 60/50 fps (60/50 Hz) in HDTV 720p Up to 30/25 fps (60/50 Hz) in HDTV 1080p	Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F)
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG Axis Zipstream technology Controlable frame rate and bandwidth VBR/MBR H.264	Approvals	EMC EN 55022 Class A, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, EN 5624, FCC Part 15 Subpart B Class A, ICES-003 Class A, VCCI Class A, RCM AS/NZS CISPR 22 Class A, KCC K372 Class A, RN35 Safety IEC/EN IEC 60950-1 IEC/EN IEC 60950-22 Environment EN 50121-4, IEC 62736-4, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 62771-4-1, NEMA 250 Type 4X, IEC 60068-2-30, IEC 60068-2-00, IEC 60068-2-70, IEC/EN 60529 (IP66), NEMA TS-2 2003 x0206, Subsection 2.2.7, 2.2.8, 2.2.9, IEC 62762 IKT0, ISO 4892-2 Midspan: EN 60950-1, GS, UL, cUL, CE, FCC, VCCI, CB, KCC, UL-AR
Image settings	Manual shutter time, compression, color, brightness, sharpness, white balance, exposure control, exposure zones, fine tuning of behavior at low light, rotation: 0°, 180°, text and image overlay, 32 individual 3D privacy masks, image freeze on PTZ, automatic defog, backlight compensation Wide Dynamic Range (WDR): Up to 120 dB depending on scene, highlight compensation	Weight	3.7 kg (8.2 lb)
Network		Dimensions	Ø232 x 260 mm (Ø9.1 x 11.0 in)
Security	Password protection, IP address filtering, HTTPS ² encryption, IEEE 802.1X ² network access control, Digest authentication, User access log, Centralized Certificate Management	Included accessories	Axis High PoE 60 W midspan 1-port, RJ45 Push-pull Connector (IP66), Sunshield Installation Guide, Windows decoder 1-user license
Supported protocols	IPv4/v6, HTTP, HTTPS ² , SSL/TLS ² , OnS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP TM , SHMP v1/v2/v3 (NAB-I), DNS, DynDNS, NTP, RTSP, RTP, SFTP, TCP, UDP, IGMP, BICP, ICMP, DHCP, ARP, SOCKS, SSH, NTPCIP	Optional accessories	Smoked dome cover AXIS T81 Mounting Accessories, AXIS T8415 Wireless Installation Tool, AXIS T90 Illuminators, AXIS T8310 Video Surveillance Control Board, Multi-user decoder license pack
System integration		Video management software	AXIS Camera Companion, AXIS Camera Station, Video management software from Axis Application Development Partners available on www.axis.com/techsupp/software
Application Programming Interface	Open API for software integration, including VAPIX ² and AXIS Camera Application Platform; specifications at www.axis.com AXIS Video Hosting System (AVHS) with One-Click Connection QNMIF Profile S, specification at www.axis.org	Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese
Analytics	Video motion detection, Autotracking, Active Gatekeeper Basic Analytics (not to be compared with third-party analytics): Object removed, Enter/Exit detector, Fence detector, Object counter Highlight compensation Support for AXIS Camera Application Platform enabling installation of third-party applications, see www.axis.com/ocap	Warranty	Axis 3-year warranty and AXIS Extended Warranty option, see www.axis.com/warranty
Event triggers	Detectors: Live stream accessed, Video motion detection, Shock detection Object removed, Enter/Exit detector, Fence detector, Object counter Hardware: Fan, Network, Temperature, Casing open PTZ: Autotracking, Error, Moving, Ready, Preset Reached Storage: Disruption, Recording System: System Ready Timer: Recurrence, Use Schedule Input signal: Manual trigger, Virtual input	² This product includes software developed by the OpenSSL Project for use in the OpenSSL toolkit (www.openssl.org), and cryptographic software written by Eric Young (www.eyoung.org). Environmental responsibility: www.axis.com/environmental-responsibility	

©2016 Axis Communications AB. AXIS COMMUNICATIONS, AXIS, ETRAX, APIX and VAPIX are registered trademarks or trademark applications of Axis AB in various jurisdictions. All other company names and products are trademarks or registered trademarks of their respective companies. We reserve the right to introduce modifications without notice.





M15 – Professional Outdoor Dual Lens Camera

- **High-Performance Dual Lens Camera For The Use Around the Clock**
Automatic Switchover From Day To Night Sensor System
- **Modular System For Maximum Flexibility**
Sensors And Lenses Can Easily Be Customized With Interchangeable Sensor Modules For Self-Assembly
- **Intelligent 3D Motion Detection**
MxActivitySensor Integrated As Standard
- **Reduced Energy Costs**
Power Consumption < 7 W, Standard PoE
- **Virtually Maintenance-Free**
Weatherproof, IP66, -30 – 60°C

Technical Specifications

MOBOTIX M15 AllroundDual



Camera Variants	M15 Day	M15 Night	M15 Day & Night
Specialties	Modular systems: M15 Body: MX-M15D-Sec with one or two sensor modules of choice (self-assembly)		M15 Sets with two factory-assembled sensor modules
Lenses, Sensors (Integrated into Sensor Modules)	M15 Day	M15 Night	M15 Day & Night
Sensor module with Fisheye Lens B016 (180° x 180°), night version optionally with long-pass filter (LPF)	Mx-O-SMA-S-ED016	Mx-O-SMA-S-GN016 LPF: Mx-O-SMA-S-GL016	Self-assembly only
Sensor module with Ultra Wide Lens B036 (103° x 77°), night version optionally with LPF	Mx-O-SMA-S-ED036	Mx-O-SMA-S-GN036 LPF: Mx-O-SMA-S-GL036	MX-M15D-Sec-DNight-020120-GMP-F1.8 or self-assembly
Sensor module with Super Wide Lens B041 (90° x 67°), night version optionally with LPF	Mx-O-SMA-S-ED041	Mx-O-SMA-S-GN041 LPF: Mx-O-SMA-S-GL041	MX-M15D-Sec-DNight-022022-GMP-F1.8 or self-assembly
Sensor module with Wide Lens B061 (90° x 45°), night version optionally with LPF	Mx-O-SMA-S-ED061	Mx-O-SMA-S-GN061 LPF: Mx-O-SMA-S-GL061	MX-M15D-Sec-DNight-032032-GMP-F1.8 or self-assembly
Sensor module with Standard Lens B079 (45° x 34°), night version optionally with LPF	Mx-O-SMA-S-ED079	Mx-O-SMA-S-GN079 LPF: Mx-O-SMA-S-GL079	MX-M15D-Sec-DNight-043043-GMP-F1.8 or self-assembly
Sensor module with Tele Lens B119 (31° x 23°), night version optionally with LPF	Mx-O-SMA-S-ED119	Mx-O-SMA-S-GN119 LPF: Mx-O-SMA-S-GL119	MX-M15D-Sec-DNight-065065-GMP-F1.8 or self-assembly
Sensor module with Distant Tele Lens B237 (15° x 11°), night version optionally with LPF	Mx-O-SMA-S-ED237	Mx-O-SMA-S-GN237 LPF: Mx-O-SMA-S-GL237	MX-M15D-Sec-DNight-01350135-GMP-F1.8 or self-assembly
Sensor module with Super Tele Lens B500 (8° x 6°), night version optionally with LPF	Mx-O-SMA-S-ED500	Mx-O-SMA-S-GN500 LPF: Mx-O-SMA-S-GL500	Self-assembly only
Sensor module with CS-Mount (no lens included)	Mx-O-SMA-S-EDCS	Mx-O-SMA-S-GNCS	Self-assembly only
Sensor module with CS-Vario Lens B045-100-CS	Mx-O-SMA-S-EDCSV	Mx-O-SMA-S-GNCSV	Self-assembly only
Hardware	M15 Day	M15 Night	M15 Day & Night
Image sensor with individual exposure zones	Color	Black and White (B/W)	Color & B/W
Light sensitivity in lux at 1/60 s and 1/1 s	0.1/0.005	0.02/0.001	0.1/0.005 (Color) 0.02/0.001 (B/W)
Image sensor (color or B/W sensor)	1/1.8" CMOS, GMP (3072 x 2048), Progressive Scan		
Microprocessor	PXA320 XScale Single Core		
H.264 Hardware Codec	No		
Protection class M15 Body	IP66 and IK07		
Protection class M15 with GMP sensor modules	IP66 with all modules; IK04 with B036 to B237; IK07 with B016		
Intended use	Not for use in hazardous areas (Ex areas)		
Ambient temperature (range)	-20 to 60°C/-22 to 140°F		
Internal DVR, ex works	4 GB (microSD)		
Microphone/speaker	Yes/Yes		
16bit/16kHz HD wideband audio (Opus codec)	Yes (live and audio messages)		
Passive infrared sensor (PIR)	Yes		
Temperature sensor	Yes		
Shock detector (tamper detection)	Yes		
Power consumption (typical)	≤ 7 watts		
PoE Class (IEEE 802.3af)	Class 2 or 3 (variable), factory setting: class 3		

Technical Specifications

MOBOTIX M15 AllroundDual



Hardware	M15 Day	M15 Night	M15 Day & Night
Interfaces Ethernet 100BaseT/MxBus/USB	Yes (MxRJ45)/Yes/Yes		
Interface RS232	With accessory (MX-232-IO-Box)		
Mounting options	Wall, pole or ceiling (wall and ceiling mount included)		
Dimensions MX-M15D-Sec (height x width x depth)	210 x 158 x 207 mm		
Weight MX-M15D-Sec	1,160 g		
Housing	PBT-30GF, color: white		
Standard accessory	Screws, dowels, screw caps, 2 allen wrenches, module key, VarioFlex wall and ceiling mount with rubber sealing, 0.5 m ethernet patch cable, 1 bNC module, QuickInstal		
Detailed technical documentation	www.mobotix.com > Support > Manuals		
Online version of this document	www.mobotix.com > Support > Spec Sheets		
MTBF	> 80,000 hours		
Certifications	www.mobotix.com > Support > MxMediaLibrary > Certificates		
Protocols	IPv4, IPv6, HTTP, HTTPS, FTP, RTP, UDP, SDMP, SMTP, DHCP (client and server), NTP (client and server), SIP (client and server) G.711 (PCMA and PCMU) and G.722		
Image Formats, Frame Rates, Image Storage	M15 Day	M15 Night	M15 Day & Night
Available video codecs	MxPEG, MJPEG		
Image formats	Freely configurable format 4:3, 8:3, 16:9 or customized format (Image Cropping), such as 2592x1944 (SMPL), 2548x1536 (QXGA), 1920x1080 (Full-HD), 1280x960 (XGA)		
Max. image format (dual image from both sensors)	2x 6MP (5144 x 2046)		
Max. frame rate (fps)	MxPEG: 30C@HD(1280x720), 30Q@Mega, 20Q@XGA, 10Q@6MP, 8Q@5MP, 4Q@2x 6MP MJPEG: 30Q@HD(1280x720), 15Q@Mega, 8Q@XGA, 5Q@5MP, 4Q@6MP, 2Q@2x 6MP		
Number of images with 4 GB microSD (internal DVR)	CIF: 250,000, VGA: 125,000, HD: 60,000, QXGA: 20,000, 6MP: 10,000		
General Functions	M15 Day	M15 Night	M15 Day & Night
Digital zoom and pan		Yes	
ONVIF compatibility		No	
Genetec protocol integration		Yes	
Programmable exposure zones		Yes	
Screenshot recording (pre/post-alarm images)		Yes	
Continuous recording with audio		Yes	
Event recording with audio		Yes	
Time-controlled flexible event logic		Yes	
Weekly schedules for recordings and actions		Yes	
Event video and image transfer via FTP and email		Yes	
Playback and QuadView via web browser		Yes	
Bidirectional audio in browser		Yes	
Animated logos on the image		Yes	
Master/Slave functionality		Yes	
Privacy zone scheduling		Yes	
Customized voice messages		Yes	
VoIP telephony (audio/video, alert)		Yes	
Remote alarm notification (network message)		Yes	

Exhibit C:
Emergency Maintenance Procedures

If PERMITTEE discovers that any of the antennas or related equipment on the Communications Facility are damaged, PERMITTEE shall immediately notify **CITY's Station 38 at (619) 527-7660**.

If CITY discovers that any of the antennas or related equipment on the Communications Facility are damaged, CITY shall immediately notify **PERMITTEE's Call Center at (760)896-4212**.

If PERMITTEE'S Operations cause any interference to CITY'S telecommunication equipment and/or system, CITY may require the Communications Facility to be moved to another location on City Property.

PERMITTEE shall not unreasonably interfere with pedestrian or vehicle traffic in conducting PERMITTEE'S Operations.

If a party changes its emergency contact telephone information, that party shall immediately notify the other party of the new contact information at the telephone number provided above, and, within ten (10) calendar days, provide the other party with written notice of the new contact information, in accordance with this Permit.